Covance
EMPLOYEE AGREEMENT

In consideration of my employment by Covance Laboratories, which is headquartered in 3301 Kinsman Boulevard, Madison, Wisconsin, 53704 or any existing or future subsidiary or affiliate of Covance Laboratories I may work for one day (collectively, "Covance"), I agree as follows:

Acknowledgments: I acknowledge that (1) Covance provides a wide range of product development services on a worldwide basis to the biotechnology, pharmaceutical and medical device industries, including preclinical efficacy and safety laboratory services, Phase I, II, III and IV clinical services, periapproval services, central laboratory services, packaging (both clinical and commercial) services, and health economics and biomanufacturing services, and provides early development and laboratory testing services to the chemical, agrochemical and food industries, (2) Covance invests a significant amount of money in research and development of its procedures and services to be sold in exchange for revenue to pay employees for their services, suppliers for materials, interest to lenders, lessors for lease obligations and taxes, (3) it is important to Covance and its employees that information learned through association with Covance be protected from discovery and unauthorized use in competition with Covance, (4) it is beneficial to the professional development of employees of Covance, and can facilitate the performance of their work, if there can be a free exchange of information and ideas among these employees (5) the restrictions in this agreement are reasonable and necessary to protect Covance's legitimate business interests, (6) during my employment with Covance, I must comply with Covance's corporate policies, including the Code of Conduct, and (7) signing this agreement is a condition [of my accepting employment with Covance/to my continued employment with Covance], which is adequate consideration for signing this agreement.

Confidentiality: I acknowledge that Covance has and will continue to receive trade secrets or information which has been created, discovered, developed by or become known to Covance, or in which property rights have been or will be conveyed to Covance, all of which has value to Covance (collectively, "Information"). This Information includes: (1) sales, costs, customers, employees, products, services, apparatus, equipment, processes, formulae and marketing information, (2) the organization, business or finances of Covance, and (3) any information that I know Covance would like to treat as confidential for any purpose. At all times during and after my employment with Covance, I will not, directly or through others, disclose or communicate any Information to any competitor or other third party, or use or refer to any Information for any purpose, other than for the benefit of Covance. I understand that these provisions apply both to Information that is developed or conceived by me, alone or with others, at Covance's instruction or otherwise, and to Information I may receive that is confidential or proprietary to any customer or other company who does business with Covance. I may disclose or use this Information, however, if it (a) is or becomes generally known in the trade other than by my fault or (b) is lawfully disclosed to me by a third party who is not in breach of any confidentiality obligation to any party. If I am legally required to disclose any Information, I will notify Covance immediately.

Records, Documents and Equipment: Except in performing my responsibilities at Covance, I will not make any copies or other reproductions, recordings, abstracts or summaries of any material of any kind belonging to or held by Covance, including any Information. I understand that I have no rights in any of these materials, even if produced by me. I have not and will not remove any of these materials without Covance's written consent. Upon termination of my employment with Covance or upon Covance's request, I will turn over to Covance all these materials in my possession. I shall also return all equipment belonging to Covance which is in my possession, including any fax machine, computer, portable phone and pager.

Conflict of Interest: I will not, while I am an employee of Covance and for a period of one year after my employment with Covance terminates for any reason, solicit, contact, or do business with, directly or through or for the benefit of others, for the purpose of competing or interfering with any part of Covance's business, (1) any customer with Covance or supplier to Covance at any time during the last year of my employment, or (2) any prospect that received or requested a proposal or offer from Covance at any time during the last year of my employment of which I had actual knowledge. I will not, while I am an employee of Covance and for a period of one year after my employment with Covance terminates for any reason, solicit or seek to hire, directly or through or for the benefit of others, any employee of Covance, or attempt to influence or encourage any employee of Covance to leave Covance. I will not at any time during or after my employment with Covance take any action intended or which may reasonably be expected, directly or through or for the benefit of others, to impair the goodwill, business reputation or good name of Covance or which may be detrimental to Covance, including any action which benefits a Covance competitor; provided, however, that nothing in this agreement shall prohibit or restrict me from becoming employed by a competitor of Covance or otherwise.

Business Ideas: I will promptly communicate to Covance, in writing, all know-how, innovations, inventions, discoveries, improvements, procedures, programs, formulae and specifications (collectively, "works and ideas") pertaining to Covance's business, whether or not patentable, copyrightable or eligible for other legal protection, that are made, written, developed or conceived by me, alone or with others, at any time while I am employed by Covance or during the one year period after my employment terminates. I understand that all of these works and ideas will be the exclusive property of Covance or any person Covance may designate, and I hereby assign and agree to assign all my right, title and interest in these works and ideas to Covance or its designee. I will sign all documents which Covance deems necessary to confirm the ownership of these works and ideas in Covance or its designee, and I will cooperate fully with Covance or its designee, at Covance's expense, to allow Covance or its designee to take full advantage of these works and ideas, including the securing of patent and/or copyright protection and/or other similar legal rights in the United States and in foreign countries.

Former Employers: I will honor all agreements similar to this agreement with my former employers, including any agreement not to solicit employees of my former employers. In addition, I will not disclose to Covance or use for its benefit any information that, to my knowledge, is proprietary or confidential to any of my former employers, without proper written consent. I have not signed any non-competition or other agreement that prohibits me from being employed by Covance, signing this agreement, or assigning my works and ideas to Covance.

Termination: I UNDERSTAND THAT THIS AGREEMENT DOES NOT OBLIGATE COVANCE TO EMPLOY ME AND DOES NOT OBLIGATE ME TO ACCEPT EMPLOYMENT WITH COVANCE FOR ANY PERIOD OF TIME, AND THAT MY EMPLOYMENT WITH COVANCE IS AT WILL AND THAT MEANS COVANCE HAS THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME, FOR ANY REASON OR NO REASON AT ALL WITH OR WITHOUT NOTICE. I agree that Covance may notify others, including customers of Covance and my future employers, of my obligations in this agreement.

Remedies: I acknowledge that it would be extremely difficult to measure the damages that might result from any breach by me of this agreement, and that my breach may cause irreparable injury to Covance that could not be compensated by money damages. I agree, therefore, that Covance will be entitled to enforce this agreement as written by obtaining a court order prohibiting me (and any others involved) from breaching this agreement, without proving any actual damage to Covance, in addition to any other remedies available to Covance. If a court decides that any part of this agreement is not enforceable for any reason, then the rest of this agreement will not be affected. If a court decides that any part of this agreement is too broad for any reason, then the court shall limit that part and enforce it as limited.

I understand that (1) this agreement sets forth the entire agreement regarding the matters discussed and it supersedes any other agreement relating to these matters between me and Covance, (2) this agreement will be governed by and construed in accordance with the law of the State of New Jersey without regard to its laws on conflicts of law, (3) this agreement may be amended only in a written agreement between me and Covance, (4) if Covance fails to require performance of any part of this agreement, that will not keep Covance from requiring performance of that part in the future, (5) if I breach this agreement, Covance may waive that breach, and this waiver will not apply to any other breach, (6) this agreement shall bind me, my heirs, executors and legal representatives and (7) until I notify Covance in writing of any changes to my address, Covance may send any notices to me under this agreement to the address below.

Signature: _____

Print Name: «FirstName» «LastName»
Address: «Address»
«City», «State» «PostalCode»

Date Signed: _____

"Equal Opportunity / Affirmative Action Employer H/V"

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